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LAURENCE DENNY AND DEBORAH DENNY

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LAURENCE DENNY, an individual;
DEBORAH DENNY, an individual,

Plaintiffs,

v.

RAPID VAN LINES, LLC, a limited
liability company, and DOES 1-25,
inclusive,

Defendants.

Case No.:

COMPLAINT FOR:

- 1. BREACH OF CONTRACT**
- 2. BREACH OF IMPLIED
COVENANT OF GOOD
FAITH AND FAIR DEALING**
- 3. FRAUD**
- 4. VIOLATION OF SECTION
17200 OF THE BUSINESS
AND PROFESSIONS CODE**

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1 Plaintiffs Laurence Denny and Deborah Denny (“Plaintiffs”) (the “Denny
2 Family”) by and through their attorneys, hereby pray to this Honorable Court for
3 relief based on the following:

4 **JURISDICTION AND VENUE**

5 1. This an action for breach of contract, fraud, breach of implied covenant
6 of fair dealing, and violations of Section 17200 of the Business and Professions Code.

7 2. From their home in Pleasanton, California, the Denny Family entered
8 into a contract with Rapid Van Lines, LLC (“Rapid Van Lines”) to move their
9 belongings from Pleasanton, California to Broomfield, Colorado. Over nine weeks
10 later, the Denny Family still does not have all their belongings (in breach of contract),
11 after repeated estimates that their belongings would be delivered in 2-14 business
12 days and concealment of the truth as to what has really happened to their belongings
13 (breach of implied covenant, fraud, 17200)).

14 3. The Denny Family has had to purchase air mattresses, sleeping bags,
15 pillows, kitchen utensils, folding tables, chairs, lights, clothing, supplies so their
16 children could attend previously scheduled summer camp, among numerous other
17 items in order to provide a functioning home for their three children. The first
18 available delivery date was May 16, 2021; yet after numerous calls, texts, and emails
19 (all of which received evasive answers or non-responses), Rapid Van Lines did not
20 send any of the Denny Family’s belongings until July 10, when a rented Enterprise
21 truck showed up with roughly half of their belongings, many of those belongings in
22 damaged condition. Rapid Van Lines demanded payment in cash before unloading
23 those belongings, and refused to let the Dennys even see the belongings before they
24 paid the cash – undoubtedly because the movers knew that the Dennys would be upset
25 when they saw the actual condition of their goods. The contractor in charge of
26 unloading these goods admitted that they had been “lost,” and knew nothing about the
27 second half of the Denny Family’s belongings or when they would be delivered. Ten
28 days later, none of the Denny Family’s other belongings have been delivered, while

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1 the company continues to play games, shuffling the Dennys to different individuals
2 named “Jim,” “Tiffany,” “Trisha” and “Jill” – none of whom will give any indication
3 as to where the rest of the Denny Family’s belongings are, what condition they are in,
4 or when they will be delivered.

5 4. At one point, Rapid Van Lines claimed that the Denny Family’s
6 belongings were in a warehouse in Sacramento, but will no longer confirm this to be
7 true, causing great concern that their belongings have been lost, harmed, or stolen.

8 5. Even more troubling, upon researching the company in connection with
9 this lawsuit, Rapid Van Lines appears to be a suspended corporation in California,
10 which is not registered or licensed to do business in California with the Bureau of
11 Household Goods and Services (“BHGS”), and which has violated numerous BHGS
12 regulations. Rapid Van Lines fraudulently induced the Denny Family to believe that
13 it was a legal business, properly licensed in California, with numerous satisfied
14 customers. In truth, Rapid Van Lines is none of the above. It is a fraudulent
15 enterprise, which is not properly licensed, not compliant with applicable regulations,
16 which has lost, converted, stolen, or simply lacks the resources to deliver their
17 belongings. Rapid Van Lines has a long list of consumer complaints and appears to
18 be acting in accordance with its modus operandi in this case. In short, Rapid Van
19 Lines appears to be an illegal enterprise conducting illegal business in the State of
20 California, causing great harm to its California consumers.

21 6. By this complaint, the Denny Family seeks specific performance under
22 the contract (immediate delivery of their belongings), compensatory damages for their
23 out-of-pocket losses and loss of property (far in excess of the \$75,000 jurisdictional
24 minimum of this Court), and punitive damages to the maximum extent authorized by
25 law.

26 **PARTIES**

27 7. Plaintiff Laurence Denny is an individual who resided in Pleasanton,
28 California before recently relocating to Broomfield, Colorado.

1 signed a written contract, which in the terms and conditions, stated that Rapid Van
2 Lines could take as long as 30 business days.

3 17. While these contracts are voidable for illegality, assuming their
4 enforceability, Rapid Van Lines has breached the implied covenant of good faith and
5 fair dealing, *inter alia*, by lying to the Denny Family about the company's credentials
6 and ability to conduct business in California, providing false delivery estimates,
7 refusing to respond to inquiries about the status of delivery, refusing to confirm the
8 whereabouts and condition of their belongings, and engaging in constant evasiveness
9 in response to inquiries and demands for the delivery of their possessions.

10 18. The Denny Family has performed all of its obligations under the
11 contracts.

12 19. The Denny Family seeks specific performance and compensatory
13 damages in an amount to be determined at trial.

14 **THIRD CLAIM FOR RELIEF**

15 (Fraud)

16 20. Plaintiff repeats, realleges and incorporates herein by reference as though
17 fully set forth the allegations contained in the preceding paragraphs of this Complaint.

18 21. Rapid Van Lines has repeatedly lied or concealed to the Denny Family
19 about being authorized to conduct business in California, about being a licensed
20 mover in the State of California, about their record of customer satisfaction, about
21 when their belongings would be delivered, and has concealed material information as
22 to the whereabouts and condition of their belongings.

23 22. The Denny Family reasonably relied on these misrepresentations to their
24 detriment in choosing to enter into contracts with Rapid Van Lines and entrust the
25 company to take possession of their most important assets.

26 23. The Denny Family actually and justifiably relied on this information to
27 their detriment.

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24. The Denny Family seeks compensatory damages, including emotional distress damages, in an amount to be proven at trial, and punitive damages to the maximum extent authorized by law to punish and deter this fraudulent and despicable conduct.

FOURTH CLAIM FOR RELIEF

(Business & Professions Code § 17200)

25. Plaintiff repeats, realleges and incorporates herein by reference as though fully set forth the allegations contained in the preceding paragraphs of this Complaint.

26. The foregoing conduct is unlawful, unfair, and fraudulent in violation of California Business & Professions Code Section 17200.

27. The Denny Family seeks restitution of the money paid and property entrusted to Rapid Van Lines.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Prays for judgment against Defendant as follows:

1. For specific performance under the contract.
2. For restitution of money and property.
3. For compensatory damages.
4. For punitive damages to the maximum extent authorized by law.
5. For declaratory relief as to the rights and obligations of the parties.
6. For attorneys' fees.
7. For any other relief the Court deems just and proper.

Respectfully submitted,

DATED: July 19, 2021

DOLL AMIR & ELEY LLP

By: /s/ Gregory L. Doll
 GREGORY L. DOLL
 Attorneys for Plaintiffs,
 LAURENCE DENNY AND
 DEBORAH DENNY